

METROPOLITAN
TRANSPORTATION
COMMISSION

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Addendum No. 1 to Request For Proposal

June 18, 2015

Maintenance, Diagnostic and Repair Services of Traffic Operations System (TOS) Devices

Dear Bidder:

This letter is Addendum No. 1 to the Request For Proposals (RFP) for Maintenance, Diagnostic and Repair Services of Traffic Operations System (TOS) Devices dated May 19, 2015. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

	Addendum	Reference	<u>Change</u>	
	<u>Item</u>			
	1.	RFP, Introductory Page, Third Paragraph, Page 1	Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version of their proposal, in accordance with the instructions set forth in the RFP, no later than 4:00 p.m. , Monday <i>Friday</i> , June 22 26 , 2015. Proposals received after that date and time will not be considered.	
•	2.	RFP, Section V, Consultant	1:30 p.m. on Thursday, May 28, 2015	Proposer's Conference, at 101 8 th Street, Oakland, CA 94607, Claremont conference room
		Selection Timetable, Pages 8	4:00 p.m. on Wednesday, June 3, 2015	Closing date/time for receipt of requests for clarification or exceptions
			No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
			4:00 p.m., Monday Friday, June 22 26, 2015	Closing date and time for receipt of proposals
			Week of July 20, 2015	Interviews/discussions, if held
			Week of July 27, 2015	Issue Request for Best and Final Offers, if requested
			4:00 p.m., Wednesday, August 5, 2015	Closing date/time for receipt of Best and Final Offers, if requested

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	September 2015	Recommendation of award to MTC Operations Committee

Addendum	<u>Reference</u>	Change
<u>Item</u>	_	
3.	RFP, Section VI, Submittal of Proposal, Page 9	 Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version, of their proposal by 4:00 p.m., Monday Friday, June 22 26, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.
4.	Page 8, Section III, Scope of Work, Period of Performance and Budget, Item B Period of Performance	The initial period of performance for this contract shall be three (3) years. MTC expects the work to commence on or about August October 1, 2015, and to be completed no later than June 30, 2018. At MTC's sole option, the contract may be extended for up to two (2) additional years for work related to the Appendix A, Preliminary Scope of Work.
5	Page 28, Appendix A, Preliminary Scope of Work, item 3, <u>Failure</u> Reporting and <u>Emergency</u> Communications, Paragraph 3	For maintenance calls to which the Contractor is responding, trained personnel shall arrive at the premises and respond to the issue within the time period stipulated for the priority level listed in Table 75, Device Priority and Response Time Parameters. The Contractor shall establish a protocol and provide a contact list for the escalation of issues by MTC Project Manager, Caltrans Lead or its designee in the event of an unforeseen emergency and/or failure to respond by the Contractor. It will be the responsibility of the Contractor to keep this protocol and contact list updated (and distributed) at all times.
6	Page 33, Appendix A, C. Spare Parts Inventory, Bullet Point #1	A complete inventory of all equipment and software, including all software required to operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers; to alter/edit the source code; and/or to successfully recompile the software
7	Page 41, Appendix A-1, Performance Criteria Maintenance Scope of Services, B. Corrective Maintenance,	Beginning with the calendar month that follows the 30 th day after assumption of full maintenance by the Contractor, failure to meet the response times set forth above shall entitle MTC to corrective fee reduction as indicated in Appendix A-2, Section B, <u>Performance Criteria</u> , Table 10 8.

TOD Device Maintenance, Diagnostic and Repair Services RFP
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Page 3

Repair Time,	
Paragraph 3	

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this Addendum and the previous version(s), this Addendum takes precedence.

Questions and Answers regarding this RFP are enclosed with this Addendum.

Any questions concerning this addendum to the RFP should be directed to Kaki Cheung, Project Manager, at (510) 817-5752 or kcheung@mtc.ca.gov.

Sincerely,

Steve Heminger

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REQUEST FOR PROPOSAL (RFP) FOR MAINTENANCE, DIAGNOSTIC, AND REPAIR SERVICES OF TRAFFIC OPERATIONS SYSTEM (TOS) DEVICES, DATED MAY 19, 2015

QUESTIONS RECEIVED FROM PROPOSERS' CONFERENCE HELD ON MAY 28, 2015, AND OTHER QUESTIONS SUBMITTED

- Q1 What is the Funding source for this contract?
- A1 This contract is funded with Bay Area Toll Authority funds.
- Q2 How is Caltrans involved in this contract?
- A2 Caltrans is a key partner on this project, and the Department of Transportation will advise MTC on many aspects of the contract. Areas that Caltrans will be involved specifically can be seen on figure 1 of the RFP, on page 7. MTC will be the contract administrator and serves as the contractor's main contact.
- Q3 Will tickets for corrective maintenance service come through the Trac system?
- A3 Yes, tickets for corrective maintenance service will be issued from the Caltrans' Transportation Management System Support Tracking system, also known as Trac.
- Q4 Will the awarded contractor be required to obtain an encroachment permit?
- A4 Yes.
- Q5 Will a single encroachment permit be required or multiple?
- A5 The selected contractor will need one single encroachment permit.
- Q6 Will the awarded contractor be required to apply for the encroachment permit?
- A6 Yes, it is the contractor's responsibility to apply and obtain the encroachment permit.
- Q7 Can a firm include subcontractors in their proposal?
- A7 Yes, however the minimum qualifications must be met by the prime contractor.
- Q8 Page 5 of the RFP, Section II, Minimum Qualifications, item 9 states:

Proposer's Electrical/Network/System Engineer shall have a Bachelor of Science in Electrical Engineering with five years of experience in related fields. Proposer's Electrical Engineer shall be a licensed Electrical Engineer in the State of California. Proposer's Network/System Engineer shall have Cisco Certified Network Administrator or Engineer (CCNA or CCNE), Comp TIA A+ and Comp TIA Network+ certifications.

Can this minimum qualification be met by a subcontractor?

A8 No, all minimum qualifications must be met by the primary contractor.

Q9 Page 5 of the RFP, Section II, Minimum Qualifications, item 8 states:

Proposer's Project Manager (PM) shall be a licensed Electrical or Civil Engineer in the State of California with ten years of experience in managing TOS/Transportation Management System related projects.

Can the Project Manager for this project be qualified by having documented experience in maintaining and managing TOS systems? Additionally can the licensed Engineer be a separate position and serve in the capacity of Responsible Manager?

- A9 Although having document experience in maintaining and managing the TOS system is an important qualification, the Proposer's Project Manager (PM) shall be a licensed Electrical or Civil Engineer in the State of California as described in the RFP. A separate position of the Responsible Manager is not required.
- Q10 Page 5 of the RFP, Section II, Minimum Qualifications, item 10 states:

Proposer's telecommunication technicians shall at a minimum, have completed a recognized apprenticeship as a technician for four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices. An Associate of Arts/Sciences or Certificate of Electrical or Electrical Technology may be substituted for two years of the required experience.

As a CA "recognized apprenticeship" 4 year program for Telecommunications Technician, cannot be found in the Alameda and Santa Clara counties, can this requirement be amended to state four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices?

- A10 The Proposer's telecommunication technicians shall have completed a recognized apprenticeship as described in the RFP. It is not required that the apprenticeship was completed in Alameda or Santa Clara County.
- Q11 Page 33 of the RFP, Bullet Point #1 states:

A complete inventory of all equipment and software, including all software required to operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers; to alter/edit the source code; and/or to successfully recompile the software

Can MTC please clarify?

- All Please see Addendum Item No. 3 listed above. The inventory management database shall include key information as described on page 33.
- Q12 Page 39 of the RFP, Appendix A-1 Maintenance Scope of Services, Performance Criteria, items 2a and 2c both have a 24 hour response requirement to be onsite. Does this response time include weekend and holidays?
- A12 Response times in items 2a and 2c do not include weekends and holidays.

- Q13 Table 1 I-880 Corridor TOS Devices, on page 4 of the RFP references the benchmark data from December of 2014. Can the contractors get up to date operational status?
- A13 The operational status of the different TOS devices for the month of May is listed below:

TOS Element Type	Inventory	Operational Status (As of 5/2015)
A. Ramp Meters (RM)	110	96%
B. Changeable Message Signs (CMS)	13	100%
C. Closed Circuit Television Cameras (CCTV)	56	70%
D. Vehicle Detection: Detector Cabinets (DT) Vehicle Detector Stations (VDS) Vehicle Detectors-Lanes	140 317	N/A N/A
	1036	60%

- Q14 Will Caltrans supply any equipment needed to conduct the work identified in this RFP?
- A14 A list of State Furnished Electrical Equipment can be found using the following link: http://www.dot.ca.gov/hq/esc/ttsb/electrical/state_furnished.htm
- Q15 Page 12 of the RFP, Section VII, item E, Bullet Point #9 states:

Describe the ability to inventory and geo-locate all assets and equipment. These assets and equipment include, but not limited to the items listed in the table of devices above, fiber optic trunk cables and fiber optic drop cables.

Does Caltrans or MTC currently have a fiber management system in place? If yes, is the requirement that the contractor will maintain the data as we make modifications, or is the intent for the contractor to supply a fiber management system?

- A15 Neither Caltrans nor MTC currently has a fiber management system in place. The main intent of this question is to assess the contractor's ability to conduct inventory and locate TOS assets. Currently, along the I-880 corridor, Caltrans District 4 uses the BART fiber network. As part of the Express Lane project, new fiber network will be installed, and the contractor may be asked to maintain the fiber data in the future.
- Q16 What is the project Budget?
- A16 Please refer to page 8 of the RFP, Section III. Scope of Work, Period of Performance and Budget, item C, Budget.
- Q17 Are there painting, building or architectural services involved in this contract?
- A17 No.

Q18 Is there a previous or current maintenance cost schedule available for review?

A18 No, this is a pilot project. Therefore, MTC does not have previous or current maintenance cost schedules to share.

REQUEST FOR EXEPTIONS / CLARIFICATIONS

#	RFP	REQUEST	RESPONSE
1	RFP REFERENCE Page 61, Appendix F MTC Standard Contractor Contract	Can MTC modify this section by adding the italicized language below. To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees ("MTC Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following: A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONTRACTOR to the extent caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONTRACTOR or its officers, employees, subcontractors or agents, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the negligence or willful misconduct of MTC and MTC Indemnified Parties; or B. Any allegation that materials or services provided by	No
		CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party. CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONTRACTOR shall, at its expense, satisfy and discharge the same. The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.	